

REMARKS

Applicants thank the Office for acknowledging that Claims 2-4, 6-7, 10-12, and 14-15 are not rejected in view of any prior art. Independent Claim 1 is amended herein to include the limitations of Claims 2 and 10. The amendment to the claims must overcome the rejections mentioned in paragraph 5 of the Office Action of March 14, 2007 because the Office acknowledged that Claims 2 and 10 are “not rejected on the basis of adverse prior art” (see paragraph 6 of the March 14 Office Action). The submission of a declaration as suggested by the Office in the Advisory Action (see continuation of paragraph 11 of the Advisory Action) is therefore not necessary.

Paragraph 11 of the Advisory Action further states that the Amendment filed on June 14, 2007 “failed to even mention the prior art of record.” The Office is invited to read the June 14 Amendment, in particular page 8, lines 7-11.

Applicants submit the amendment to the claims obviates the rejections under 35 U.S.C. § 112. The Office is of the opinion that the term “high refractive index layer” is vague and indefinite because the claims lack the presence of any “low refractive index layer”. Applicants submit that this is not correct. The term high refractive index layer serves as an identifier of a particular layer recited in the claims. The Office’s assertion that the term “high” necessarily implies some relative language is true only in the sense that it may be a comparison with the refractive index of the adhesive layer.

At the outset, the specification even provides an explicit definition for the term high refractive index (see page 10). Even if the term “high” is interpreted in a relative manner, Applicants submit that relative claim language is not necessarily indefinite and/or vague. Applicants draw the Office’s attention to MPEP § 2173.05(b), reproduced in part below.

The fact that claim language, including terms of degree, may not be precise, does not automatically render the claim indefinite under 35 U.S.C. 112, second paragraph. *Seattle Box Co., v. Industrial*

*Crating & Packing, Inc.*, 731 F.2d 818, 221 USPQ 568 (Fed. Cir. 1984). Acceptability of the claim language depends on whether one of ordinary skill in the art would understand what is claimed, in light of the specification.

Therefore, even if the Office is of the opinion that the objected to term is a relative term, the presence of an explicit definition for this term in the specification is evidence that should be sufficient to show that one of ordinary skill in the art would know what is claimed.

The claims are therefore not indefinite at least because (i) the claim terms objected to by the Office are used as a means for identifying particular layers and signify a relative degree of refractive index only with respect to the layers recited in the claim and (ii) the specification provides an explicit definition of the claim terms the Office asserts make the claims vague and/or indefinite.

The Office's assertion that the amendment to include the term "disposed directly" raises a new issue for consideration makes no sense in view of the Office's suggestion to include this term in the claims. The Office is invited to read paragraph 2 of the March 13 Office Action, reproduced below in part for convenience.

The Examiner first makes the suggestion that in view of the last line of each of the independent claims it would be desirable in claim 1, line 3 to add –disposed directly—after "layer" and to add –directly—after "disposed in line 3 of claim 9.

If the Office suggests a clarifying amendment to the claims, the Office cannot later assert that the suggested amendment raises a new issue for consideration.

The Office's objection to the amendment of Claim 14 is likewise baseless. Claim 14 ultimately depends from Claim 9. Claim 9 already recites "the high refractive index layer comprises metal oxide fine particles". The Office's objection to the amendment of Claim 14 to remove the text "contained in the high refractive index layer" makes no sense whatsoever.

The Office also objected to the phrase "is formed by conducting transfer using the antireflection film for transfer" of Claims 8 and 16. Applicants draw the Office's attention to

the original specification which provides an explicit definition for the term transfer (see page 9, lines 10-13):

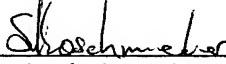
The term “transfer” as used herein is intended to mean that the antireflection layer on a support is stuck to other objects via the adhesive layer.

In view of the fact that the original specification provides an explicit definition for the term “transfer” Applicants submit that the Office’s objection is baseless and should be withdrawn.

Applicants submit the amendment to the claims obviates the rejections and places all now-pending claims in condition for allowance. Applicants respectfully request withdrawal of the rejections and the allowance of all now-pending claims.

Respectfully submitted,

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